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VRP:ME

File #2008A25728/001

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA, :

Plaintiff :

v. :

CIVIL ACTION NO. 08-1947

BRIAN K. WILEY, :

Defendant :

COMPLAINT

The United States of America, by its Attorneys, Patrick L. Meehan, United States Attorney in and for the Eastern District of Pennsylvania, and Virginia R. Powel, Assistant United States Attorney for said District, complains of the defendant as follows:

1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1345 in that the plaintiff is the United States of America on behalf of its agency, **UNITED STATES DEPARTMENT OF EDUCATION**.

2. Venue is properly set pursuant to 28 U.S.C. §1391 in that the plaintiff is complaining of **Brian K. Wiley**, residing at 611 Columbia Ave, Lansdale, PA, 19446 a location within this District.

3. Defendant applied for and received three(3) Guaranteed Student Loan, under the loan guaranty program authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. §1071 et seq. (34 C.F.R. Part 682).

APR 25 2008

4. Defendant, **Brian K. Wiley**, is indebted to plaintiff in the principal amount of \$7,077.84, plus interest through November 15, 2007, in the amount of \$1,307.79, as set forth in the Certificate of Indebtedness attached hereto as Exhibit "A." Interest continues to accrue at the rate of 8.020% per annum.

5. Also, defendant, **Brian K. Wiley**, is indebted to plaintiff in the principal amount of \$9,331.39, plus interest through November 15, 2007, in the amount of 1,834.75, as set forth in the Certificate of Indebtedness attached hereto as Exhibit "B." Interest continues to accrue at the rate of 8.050% per annum.


6. Also, defendant, **Brian K. Wiley**, is indebted to plaintiff in the principal amount of 48,961.09, plus interest through November 15, 2007, in the amount of 40,404.12, as set forth in the Certificate of Indebtedness attached hereto as Exhibit "C." Interest continues to accrue at the rate of 9.0% per annum.

7. Defendant has failed to pay the aforesaid amounts although demand has been made for payment.

WHEREFORE, plaintiff demands judgment against the defendant, **Brian K. Wiley** in the amount of **\$108,916.98** plus additional prejudgment interest accruing from **November 15, 2007**, until judgment as set forth in paragraph (4)(5) and (6) above, plus interest on the judgment at the legal rate, plus costs and other proper relief until paid in full.

Respectfully submitted,

PATRICK L. MEEHAN
United States Attorney



VIRGINIA R. POWEL, VRP2176
Assistant United States Attorney
PA ID #32230

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS 1 of 3

Brian K. Wiley
611 Columbia Ave
Lansdale, PA 19446

Account Number: 203523007

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/15/07.

On or about 05/17/93, the borrower executed promissory note(s) to secure loan(s) of \$7,500.00 from Society National Bank at a variable rate of interest to be established annually by the Department of Education. This loan obligation was guaranteed by Pennsylvania Higher Education Assistance Agency, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and the credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 08/24/95, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$7,877.85 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 05/12/06, assigned it right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal	<u>\$7,077.84</u>
Interest:	<u>\$1,307.79</u>

Total debt as of <u>11/15/07</u> :	<u>\$8,385.63</u>
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Interest accrues on the principal shown here at the current rate of 8.02 percent and a daily rate of \$1.55 through June 30, 2008, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 4/1/08

[Signature]
Loan Analyst
Litigation Support
San Francisco
Loan Analyst



U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS 2 of 3

Brian K. Wiley
611 Columbia Ave
Lansdale, PA 19446

Account Number: 203523007

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/15/07.

On or about 10/15/93, the borrower executed promissory note(s) to secure loan(s) of \$10,000.00 from Society National Bank at a variable rate of interest to be established annually by the Department of Education. This loan obligation was guaranteed by Pennsylvania Higher Education Assistance Agency, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and the credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 01/13/96, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$9,878.33 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 05/12/06, assigned it right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

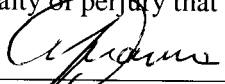
Principal	<u>\$9,331.39</u>
Interest:	<u>\$1,834.75</u>

Total debt as of <u>11/15/07</u> :	<u>\$11,166.14</u>
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Interest accrues on the principal shown here at the current rate of 8.05 percent and a daily rate of \$2.06 through June 30, 2008, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 1/8/08



Loan Analyst
Litigation Support

GOVERNMENT'S
EXHIBIT

B

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS 3 of 3

Brian K. Wiley
611 Columbia Ave
Lansdale, PA 19446
Account Number: 203523007

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 11/15/07.

On or about 01/07/88, the borrower executed promissory note(s) to secure a Federal Family Education Loan Program Consolidation loan from Student Loan Marketing Association. This was disbursed for \$34,466.00 on 02/11/91, at 9.00 percent interest per annum. This loan obligation was guaranteed by Great Lakes Higher Education Corporation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 07/17/95, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$48,961.09 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 08/18/06, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

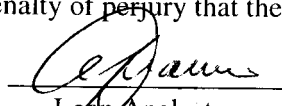
Principal	<u>\$48,961.09</u>
Interest:	<u>\$40,404.12</u>

Total debt as of <u>11/15/07</u> :	<u>\$89,365.21</u>
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Interest accrues on the principal shown here at the rate of \$12.06 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 1/8/08


Loan Analyst
Litigation

